

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO. 05-104

ANNUAL REQUIREMENTS FOR

LIQUID SODIUM HYDROXIDE

DATE: March 31, 2006

CONTRACT PERIOD: June 1, 2006 thru May 31, 2007

CONTRACTOR: DPC Industries
11202 S. 25th St.
Omaha NE 68123

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jack Ward
Telephone No.: 402-293-1185
FAX No.: 402-293-9647
E-Mail Address: JWARD@DXGROUP.COM

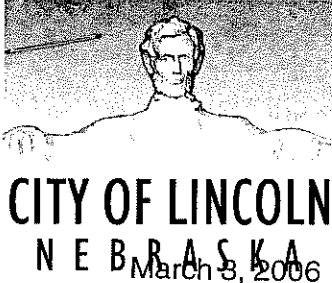
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Contract approved June 7, 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. 075916
Dated:3-30-06



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

LINCOLN
The Community of Opportunity

MAYOR COLEEN J. SENG

lincoln.ne.gov

Mr. Tony Leach
DPC Industries
11202 S. 25th St.
Omaha, NE 68123

RE: ANNUAL REQUIREMENTS FOR LIQUID SODIUM HYDROXIDE SPECIFICATION NO. 05-104

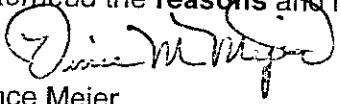
Dear Mr. Leach:

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning **June 1, 2006 thru May 31, 2007.**

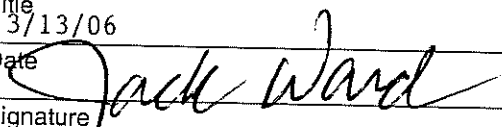
As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Please return the original letter back to our office by March 13, 2006, (a faxed copy is unacceptable)** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of **Insurance** must be **current, must** be registered in your **company name as stated on the contract** and **must** read **"City of Lincoln/Lancaster County" as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord.

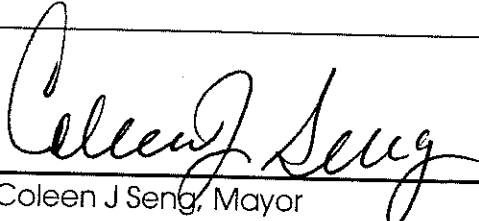
If your company should choose **not** to renew this contract in it's original form, please **state on your letterhead the reasons and** return to the City of Lincoln/Lancaster County.


Vince Mejer
Purchasing Agent

Official City Use Only

DPC INDUSTRIES INC.
Company Name
11202 S. 25TH ST. OMAHA, NE 68123-5019
Company Address
402-293-1185
Phone No.
402-293-9647
FAX No.
JWARD@DXGROUP.COM
E-Mail Address
JACK WARD
By(print)
REGIONAL SALES MANAGER
Title
3/13/06
Date

Signature

Dated this 30 day
of March 2006


Coleen J Seng, Mayor

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENT FOR LIQUID SODIUM HYDROXIDE
AS PER SPECIFICATION 05-104**

Contractor: DPC INDUSTRIES

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 11th day of May, 2005, by and between DPC Industries, 11202 So. 25th Street, Omaha NE 68123 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Liquid Sodium Hydroxide Specification 05-104

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ Unit Price \$1.08

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be Per Marshall Coleman, Assistant Superintendent of Operations, Wastewater.

Term of the Agreement: Term of the Agreement shall be one year as twelve (12) consecutive months, and shall be **June 1, 2005 through May 31, 2006**. At the City's request, with the Contractor's consent, the agreement shall be renewable for two (2) each additional one(1) year periods with any extensions as mutually agreed.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated

073367

June 7, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

DPC Industries
Name of Corporation

11202 So. 25th St. Omaha, NE 68123
(Address)

ATTEST:

Secretary

(SEAL)

By:

Tony Leach
Duly Authorized Official

Regional Sales Mgr.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

DPC Industries
Name of Organization

Type of Organization

11202 So. 25th St. Omaha NE 68123
(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

DPC Industries
Name

11202 So. 25th St. Omaha, NE 68123
Address

Tony Leach
Signature

BID PROPOSAL
SPECIFICATION NO.05-104
ANNUAL REQUIREMENTS FOR
Liquid Sodium Hydroxide
BID OPENING TIME: 12:00 NOON
DATE: April 27, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Liquid Sodium Hydroxide	67,000 gallons	\$.83/gal	\$ <u>55,610.00</u>
Insurance Required X Yes		Contract Agreement X Yes		

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X No ____

TERM PRICE CLAUSE: BIDDER MUST STATE:

- (a) Bid prices firm for the full contract period: yes; or
(b) Bid prices subject to escalation/de-escalation: ____
(c) If (b), state period for which prices will remain firm:
Through 1st year.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL, MARK OUTSIDE OF BID ENVELOPE:
"SEALED BID FOR SPEC. 05-104"

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

D.P.C. Industries Inc.
COMPANY NAME

Tony Leach
BY (Signature)

11202nd 25th St.
STREET ADDRESS or P.O. BOX

Tony Leach
(Print Name)

Omaha NE 68123
CITY, STATE ZIP CODE

Regional Sales Manager
(Title)

402-293-1185 402-293-9647
TELEPHONE FAX

4-13-05
(Date)

75-1481408
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: www.lincoln.ne.gov